

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

JAMES HAYDEN,

Plaintiff,

v.

2K GAMES, INC. and TAKE-TWO
INTERACTIVE SOFTWARE, INC. ,

Defendants.

CASE NO. 1:17-cv-02635-CAB

DECLARATION OF LEBRON JAMES

I, LeBron James, declare as follows:

1. I submit this declaration in support of Take-Two Interactive Software, Inc. and 2K Games, Inc. (collectively, “Take-Two”).

I. My Background

2. Since 2003, I have been a professional basketball player with the National Basketball Association (“NBA”). I have played with the Cleveland Cavaliers, the Miami Heat, and the Los Angeles Lakers.

3. Prior to joining the NBA, I played basketball at St. Vincent-St. Mary High School in Akron, Ohio, and I was selected first overall in the 2003 NBA draft by the Cleveland Cavaliers.

II. My Tattoos

4. I have a number of tattoos on my body. I understand that this case is about three of them.

5. To the best of my recollection, all three of my tattoos that this case is about were inked at Focused Tattoos in Cleveland, Ohio, between 2007 and 2008. In each case, I had a conversation with the tattooist, James Hayden, about what I wanted inked. In some instances, I supplied the pre-existing material that I wanted inked on my body. I approved each design before it was tattooed on my body.

6. For example, for the tattoo on my right shoulder that Mr. Hayden inked, I told him that I wanted him to ink my mother’s name, Gloria, along with a crown and a lion head to cover up a tattoo of a lion that was already on my shoulder.

7. For the tattoo of five stars on my shoulder, I instructed Mr. Hayden that I wanted him to ink five stars on my left upper shoulder.

8. For the tattoo on my chest of a lion holding a shield, I supplied a picture of the lion that I wanted inked. The picture of a lion holding a shield was on a deck of playing cards from the Venetian Resort that I brought with me to show to Mr. Hayden. I instructed Mr. Hayden to ink something similar to it on my chest, and he followed my instructions.

9. Each of my tattoos was created to showcase parts of my life and things that are important to me and reflect my personal expression.

III. My Rights to the Tattoos

10. My understanding is that my tattoos are a part of my body and my likeness, and I have the right to have my tattoos visible when people or companies depict what I look like. I always thought that I had the right to license what I look like to other people for various merchandise, television appearances, and other types of creative works, like video games.

11. In the eighteen years since I've been playing professional basketball, this case is the first time that any tattooist has suggested to me that I can't license my likeness without getting the permission of the tattooists who inked my tattoos. No tattooist has ever told me I needed their permission to be shown with my tattoos, even when it was clear I was a public basketball player.

12. My tattoos are a part of my persona and identity; if I am not shown with my tattoos, it wouldn't really be a depiction of me.

IV. Take-Two's Right to Portray Me with My Tattoos

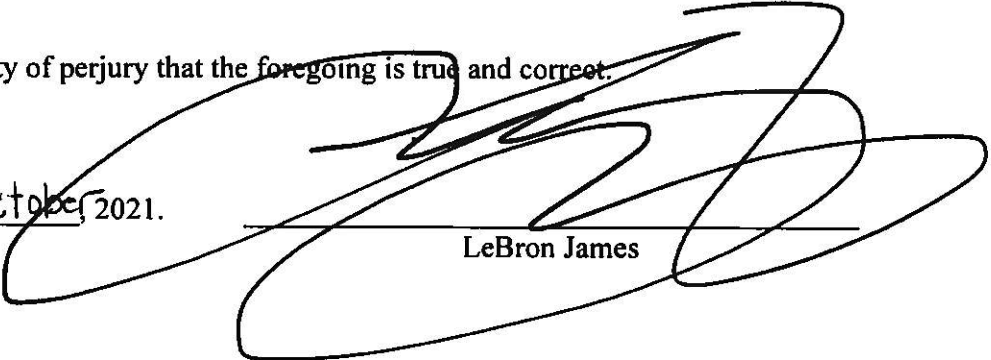
13. I granted the NBA and the NBA Players Association permission to license my likeness to third parties. I have always believed that I have the ability to grant this permission. I understand that the NBA and the NBA Players Association have granted permission to Take-Two to use my likeness in its video game series *NBA 2K*.

14. I have also directly granted Take-Two permission to use my likeness in its video game series *NBA 2K*. Again, I have always believed that I have the ability to grant this permission.

15. Neither James Hayden nor any tattooist has ever contacted me about this lawsuit or raised with me the idea that I needed to get permission before my tattoos are included in something depicting my likeness.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 23rd day of October, 2021.



LeBron James